

SPONSORSHIP AGREEMENT

This agreement (the "**Agreement**") is made by and between Coca-Cola Refreshments USA, Inc., a Delaware corporation (the "**Sponsor**"), Community College of Allegheny County (the "College"), and the Community College of Allegheny County Educational Foundation, a not-for-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania and located in Pittsburgh, PA (the "Foundation"). The parties are entering into this exclusive sponsorship agreement because the College wishes to grant to Sponsor, and Sponsor wishes to obtain, subject to the exceptions described herein, the exclusive rights (i) to offer Beverages for sale and/or sampling on the Campus, and (ii) to market and associate Beverages with the College and to promote their consumption and sale generally and on the Campus. In consideration of the mutual promises contained herein, the parties agree as set forth below.

1. **Term.** This Agreement takes effect on January 1, 2015 (the "Effective Date") and shall continue until December 31, 2025 (the "Fee Period") or until such time as the Volume Commitment (later defined) has been achieved (the "Term"). Notwithstanding the foregoing, in the event the Fee Period in this Agreement is extended as a result of the College not reaching the Volume Commitment, Sponsor shall not be responsible for paying College additional Sponsorship Fees (defined in Consideration, Section 5.2). For purposes of this Agreement, "Volume Commitment" shall mean a total of One Hundred Forty Nine Thousand Forty (149,040) standard physical cases of Product and Twenty Five Thousand Two Hundred (25,200) gallons of fountain Product.

2. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth on **Exhibit A**.

3. **Beverage Availability Rights.**

3.1 Except for Beverages and other products sold, distributed, advertised, promoted, sampled or made available at, in or through the Starbucks® store locations described in Section 3.5 below, College and Foundation agree that all Beverages sold, distributed, or sampled (that is, distributed at no cost), advertised or promoted anywhere, anytime on the Campus and in connection with the College, the Teams and/or Foundation events, including the Foundation's yearly Legends Dinner and Foundation Golf Tournament, will be Products. Sponsor, Foundation and College agree that, at a minimum, the following Products will be available: Coca-Cola® (or Coke®), diet Coke®, Coke Zero®, Sprite®, Nestea®, Minute Maid® juices, Dasani® and PowerAde®. Other than the Permitted Exceptions set forth in Exhibit A or as provided in Section 3.5 below, no Competitive Products will be sold, distributed, sampled, advertised, or promoted anywhere, any time on Campus including at the Foundation's yearly Legends Dinner and Foundation Golf Tournament.

3.2 College acknowledges that it employs third party concessionaires (currently AVI Foodsystems, Inc. and Follett Bookstore) (the "Concessionaires") to manage or operate food and Beverage operations on Campus. Except to the extent provided in Section 3.5 below, College shall cause Concessionaire(s) to purchase from Sponsor, and Sponsor will sell to Concessionaire(s), all of Concessionaires' requirements for Beverages (and Approved Cups, lids and carbon dioxide) on Campus. Those purchases will be made at prices and on other terms as set forth in Sponsor's existing agreements with Concessionaires. If during the Term, College elects to contract with a new Concessionaire that does not have an agreement with Bottler or Company, or if College elects to self-operate its Beverage operations on Campus, then such new

Concessionaire(s) or College, as applicable, shall purchase all requirements for Beverages (and Approved Cups, lids, and carbon dioxide, if applicable) on terms to be separately agreed between Sponsor and such Concessionaire(s) or College, as applicable. College acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to College or Concessionaire if Concessionaire has an existing agreement with Sponsor.

3.3 College will use its reasonable efforts to maximize the sale and distribution of Products on Campus, subject to and in compliance with its obligations under its license agreement with Starbucks® as described in Section 3.5 below. College will promote the sale of Products by causing Products to be hawked in stands in Approved Cups and plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

3.4 Except for locations described in Section 3.5 below, College hereby grants to Sponsor the exclusive Beverage vending rights on Campus. Sponsor shall provide beverage vending equipment through College's applicable Concessionaire for mutually agreed upon Campus locations at an equipment count no less than the count in place on the Effective Date, unless otherwise agreed to by College.

3.5 Sponsor acknowledges that College holds a license to operate one or more Starbucks® retail stores on its Campus, and agrees that the terms of this Agreement, including without limitation the exclusive beverage availability and marketing rights granted to Sponsor under Sections 3 and 4 of this Agreement, shall not apply to any Beverages or any other products that are sold, distributed, advertised, promoted, sampled or otherwise made available at, in, through or by such Starbucks® retail store locations or any College property contiguous thereto, whether such stores are operated directly by College or by a third-party Concessionaire engaged to operate the stores on College's behalf. Sponsor further acknowledges and agrees that nothing in this Agreement shall restrict or infringe upon, or be construed or interpreted to restrict or infringe upon, the right of College or its Concessionaire to sell, distribute, sample or promote any Beverages or other products at, within or in connection with the operation of such Starbucks® retail store locations, whether the same may be deemed to constitute Competitive Products within the meaning of this Agreement or otherwise.

4. **Marketing Rights.**

4.1 Except the marketing, promotion and/or advertising of Beverages and other products sold, distributed, sampled or made available at College's Starbucks® store locations, as more fully described in Section 3.5 above, College grants to Sponsor the following promotional rights during the term of this Agreement, which are exclusive as to Beverages, to:

4.1.1 Market and promote Beverages in connection with the College, the Campus, and the Teams.

4.1.2 Use, subject to Section 4.3, the College Marks on a royalty-free basis. College acknowledges and agrees that such promotional activities may be conducted in conjunction with Sponsor's customers; and Sponsor will have the right to incorporate its customers' marks, logos and/or branded products with the College Marks on any advertising, point-of-sale, packaging, or premium items or materials. College hereby grants Sponsor a license to use the College Marks on a royalty-free basis for the purposes of promoting Products as provided herein.

College agrees to work with Sponsor on a case-by-case basis to assist in promotions conducted by Sponsor with its customers.

- 4.1.3 Refer to Sponsor in any of Sponsor's marketing materials as a "sponsor" of the Campus, the College, and/or the Teams, and refer to any brand of Products in any of Sponsor's marketing materials as the "official" or "exclusive" soft drink, sports drink, juice, or juice drink of the Campus, College or the Teams.
 - 4.1.4 Undertake Beverage promotions at or in connection with the Campus and/or the Teams, including offering Products in promotional packaging bearing the College Marks on a royalty-free basis.
 - 4.1.5 Create and market for retail sale merchandise incorporating the College Marks and trademarks of Products. Sponsor will pay a royalty on each item of merchandise consistent with industry standards for sales of such merchandise.
 - 4.1.6 Sample Products and survey individuals on the Campus with College's prior approval as to location and time.
- 4.2 College grants to Sponsor the following exclusive merchandising rights:
- 4.2.1 College agrees that all Sponsor Beverages served, sold, or dispensed on the Campus in disposable vessels (including Beverages sold, served, or made available in locker rooms and players' benches) will be served in Approved Cups.
 - 4.2.2 Materials promoting the Products at the point-of-sale on the Campus, which will include translites and pictorials on dispensing equipment depicting Approved Cups and Products, will be clearly visible to the purchasing public and will be displayed in a manner and location acceptable to Sponsor.
 - 4.2.3 Except for the Starbucks® store locations described in Section 3.5 above, Product trademarks will be prominently displayed on each menu board and Beverage vending machine on the Campus.
- 4.3 College will have the right to pre-approve: (i) the concept for any promotional activity undertaken hereunder; and (ii) any artwork or other items created by Sponsor for use in promotional activities or otherwise in accordance with the terms of this Agreement and that incorporate any of the College Marks. If College fails to respond to any submission within a period of ten (10) working days subsequent to the actual receipt by College of such submission, then such submission will be deemed approved by College. College agrees that its approval hereunder will not be unreasonably withheld.
- 4.4 Except for Beverages and other products sold, distributed, advertised, promoted, sampled or made available at, within, by or through any Starbucks® retail store located on any College Campus, College agrees that it will not, directly or indirectly (nor will College permit anyone to whom College has granted promotional, advertising or other rights), maintain any agreement or relationship pursuant to which any Competitive Products are associated in any manner with College, the Campus, or the Teams in any fashion that creates or tends to create the impression of a relationship or connection between the College, the Campus or the Teams and any Competitive Product. For

further specificity, and not by way of limitation, College agrees that no permanent or temporary advertising, signage, or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus. Nothing contained herein will prevent on-Campus consumption by students, faculty or their guests of Competitive Products purchased outside the Campus.

5. **Consideration.** For the rights described herein, Sponsor agrees to the following:

5.1 Up-Front Sponsorship Fees. Bottler agrees to pay College **Two Hundred Thousand Dollars** (\$200,000) in up-front sponsorship fees (the "Up-Front Sponsorship Fees"). The Up-Front Sponsorship Fees shall be paid within sixty (60) days after the date this Agreement is fully executed and shall be deemed earned evenly over the entire Term. The Up-Front Sponsorship Fees shall be made to the Foundation, in trust for and on behalf of the College, and made payable as follows: "**CCAC Educational Foundation, In Trust for the Community College of Allegheny County.**"

5.2 Sponsorship Fees. Sponsor agrees to pay to the Foundation an aggregate of **Four Hundred Thousand Dollars** (\$400,000) for the entire Term (the "**Sponsorship Fees**"). The Sponsorship Fees will be paid in equal annual installments of **Thirty Thousand Dollars** (\$30,000) and a Gold Sponsorship Fee of **Ten Thousand Dollars** (\$10,000) for the yearly Legends Dinner and the Foundation Golf Tournament. The first installment will be paid within sixty (60) days of the date that this Agreement is fully executed and subsequent installments will be due on the anniversary of the Effective Date. The Foundation will provide Sponsor an invoice for the Sponsorship Fees at least thirty (30) days prior to the due date of each payment required hereunder. The Sponsorship Fees shall be made to the Foundation, in trust for and on behalf of the College, and made payable as follows: "**CCAC Educational Foundation, In Trust for the Community College of Allegheny County.**"

5.3 Complimentary Product. Each Agreement Year, Sponsor shall provide to Foundation, upon Foundation's request, with up to Five Hundred (500) standard physical cases of complimentary Product of Sponsor's choosing, as determined in good faith by Sponsor. In the event Foundation does not request all complimentary Product by the end of each Agreement Year, any remaining complimentary Product shall be retained by Sponsor with no further obligation.

5.4 Marketing Support Funding. For the rights described herein, Sponsor shall provide College with in-kind marketing support, with an estimated annual retail value of Five Thousand Dollars (\$5,000), as determined in good faith by Sponsor, each Agreement Year, to be used to support mutually developed marketing and sustainability programs at the Campus. Any unused Marketing Support funding remaining at the end of any Agreement Year will be retained by Sponsor without further obligation to College.

6. **Equipment and Service.**

If applicable, Sponsor will loan vending equipment and service sufficient to meet College's reasonable needs as follows:

6.1 During the Term, Sponsor will loan to College (or otherwise to the applicable Concessionaire) all Beverage dispensing equipment ("Equipment") which is reasonably required in Sponsor's discretion to dispense Products at the College.

- 6.2 College agrees that: (i) upon request of Sponsor, College or its applicable Concessionaire, will execute Sponsor's equipment placement agreements, however, if any of the terms of the equipment placement agreements are in conflict with the terms of this Agreement, this Agreement will control; (ii) the Equipment may not be removed from the College without Sponsor's written consent; and (iii) College will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Sponsor for its Equipment; and (iv) College will be responsible to Sponsor for any loss or damage to the Equipment caused by any employee or agent of College or the Foundation, reasonable wear and tear excepted. College represents that to the best of its knowledge, electrical service on the Campus is proper and adequate for the installation of Equipment. College agrees that it shall immediately resolve any electrical defects identified by Sponsor and that Sponsor's performance obligations which are impacted by the defective electrical service may be suspended, at Sponsor's discretion and at no penalty to Sponsor, until such time as the defect is resolved.
- 6.3 Sponsor will provide College and/or its applicable Concessionaire with reasonable, free service to its Equipment. All Equipment service will be provided during normal business hours. Sponsor will not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Sponsor. Sponsor will not be liable for damages of any kind arising out of delays in rendering service.

7. Remedies for Loss of Rights.

- 7.1 In addition to any other legal or equitable remedy, College will have the right to terminate this Agreement upon forty-five (45) days' written notice to Sponsor at any time if:
- 7.1.1 Sponsor fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 7.1; or
 - 7.1.2 Sponsor breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.1.
- 7.2 In addition to any other legal or equitable remedy, Sponsor will have the right to terminate this Agreement upon forty-five (45) days' written notice to College at any time if:
- 7.2.1 College or Foundation breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 7.2; or
 - 7.2.2 It is determined by a court of competent jurisdiction that College did not possess the authority or right to convey the exclusive promotional and Beverage availability rights described in Sections 3 and 4 of this Agreement, or that College's right to convey such rights has expired or been revoked; or
 - 7.2.3 Any material component of the Campus is closed for a period of at least one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of College.

- 7.3 Upon early termination of this Agreement for reasons stated in Section 7.2 above, Foundation will refund to Sponsor the unearned portion of all advanced funding (described in Sections 5.1 and 5.2 of this Agreement) paid with respect to the Agreement Year in which termination occurs. The Up-Front Fees will be deemed earned pro rata on a daily basis over the entire Term, and the Sponsorship Fees for each Agreement Year will be deemed earned pro rata on a daily basis during such Agreement Year, in each case up to the date of termination or, if earlier, the date of any breach hereunder by College. Foundation acknowledges and agrees that College shall have no liability to Foundation, whether in law, equity or contract, arising out of or resulting from any early termination of this Agreement that would require the Foundation to refund any portion of the Sponsorship Fees hereunder, or for any withholding of payment of Sponsorship Fees to Foundation under Section 7.8 of this Agreement.
- 7.4 If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Sponsor may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of College.
- 7.5 In the event of a breach or other event giving rise to a right of early termination under Section 7.2 above, Sponsor may elect, at its option and in lieu of exercising its early termination rights under Section 7.3 above, to adjust the Sponsorship Fees to be paid to Foundation for the then remaining portion of the Term (and Foundation will pay to Sponsor a pro rata refund of any prepaid amounts) to reflect the diminution of the value of rights granted hereunder to Sponsor. In the event Sponsor elects to exercise its right to such adjustment and refund, College or Foundation may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Sponsor of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Sponsor may terminate this Agreement.
- 7.6 The parties acknowledge that the rights granted to Sponsor herein are special, unique and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, College and Foundation acknowledge and agree that, in addition to any other available remedies, in the event of a material limitation of any of Sponsor's rights hereunder, Sponsor will be entitled to seek and obtain equitable relief, including an injunction requiring College and/or Foundation to comply fully with its obligations under this Agreement.
- 7.7 College and Foundation recognize that Sponsor has paid valuable consideration to ensure an exclusive associational relationship with College, the Teams, the College Marks, and the Campus with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Sponsor's valuable rights. Accordingly, College and Foundation will take reasonable steps to stop Ambush Marketing activities of which it is notified or becomes aware, and to protect the exclusive associational rights granted to Sponsor by College in this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other parties of such activity immediately upon learning thereof.
- 7.8 Sponsor shall have the right to withhold and not pay further Sponsorship Fees or any other amounts which may become payable to College or Foundation pursuant to this Agreement

if: (i) College or Foundation have failed to perform its obligations hereunder; or (ii) Sponsor's rights hereunder have been lost, limited or restricted, including the existence of Ambush Marketing.

8. Rights of First Negotiation and Refusal.

During the term of this Agreement, Sponsor will have the Rights of First Negotiation and Refusal for any new forms of advertising or sponsorship offered by the College and not otherwise covered by this Agreement.

9. Confidentiality. Subject to the provisions of applicable law, College and Foundation acknowledge that the terms and conditions provided to College and Foundation by Sponsor under this Agreement may contain trade secret or other confidential proprietary information of Sponsor, agree that such information will be kept confidential by College and Foundation, and their agents, employees and representatives, and will not be disclosed in any manner whatsoever, in whole or in part, by College or Foundation, or their agents, employees or representatives, without the prior written consent of Sponsor. The foregoing obligation regarding confidentiality will remain in effect for a period of three (3) years after the expiration of this Agreement. The foregoing restrictions shall not apply to any disclosure of this Agreement or the terms thereof that, in the reasonable judgment of College, is required by the Pennsylvania Right to Know Law ("RTKL"). In the event that College receives a request under the RTKL for disclosure of this Agreement, College shall, in accordance with Section 707(b) of the RTKL, notify Sponsor of the request within five (5) business days of College's receipt of the request. Sponsor shall have five (5) business days from receipt of such notification to provide input on the release of the Agreement. In the event that Sponsor fails to respond to or provide input to College within such period regarding the release of the Agreement, then College shall be authorized to release the Agreement without liability to Sponsor. In the event that Sponsor instructs College to deny such a request, then Sponsor agrees to defend, indemnify and hold harmless College from any and all costs and expenses, including without limitation attorney's fees, costs and/or fines, which result from or may be assessed against College as a result of the denial.

10. Representations, Warranties and Covenants.

10.1 College and Foundation each represent, warrant and covenant to Sponsor, as applicable, as follows:

10.1.1 College and Foundation each have full power and authority to enter into this Agreement and to grant and convey to Sponsor the rights set forth herein.

10.1.2 All necessary approvals for the execution, delivery and performance of this Agreement by College and Foundation have been obtained, and this Agreement has been duly executed and delivered by College and constitutes the legal and binding obligation of College and Foundation enforceable in accordance with its terms.

10.1.3 College has the exclusive right to license the College Marks.

- 10.1.4 Except to the extent described in Section 3.5 above, College has not entered into, and during the Term of this Agreement, will not enter into: (a) any other agreements (including agreements with any Broadcaster or any other sponsors of the Campus and/or any Team) which would prevent it from fully complying with the provisions of this Agreement; or (b) any agreement granting Beverage availability or merchandising or promotional or advertising rights that are inconsistent with the rights granted to Sponsor pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, and/or other entities which sell or distribute Beverages (including agreements with Broadcasters or other sponsors of the Campus and/or any Team).
- 10.1.5 College is a non-profit institution operating a food and beverage service on Campus, and all Products purchased hereunder are solely for College's use and will not be resold or otherwise made available to any third party (other than College's Concessionaires) which sells or distributes Beverages on Campus. College will provide Sponsor with prompt notice of any such third party retained by it to operate a beverage service. College will require, throughout the Term, compliance with the relevant provisions of this Agreement by any third party which sells or distributes Beverages on Campus, including food or beverage service operators, vending companies, and Concessionaires.
- 10.2 Sponsor hereby represents, warrants and covenants as follows:
 - 10.2.1 Sponsor has full power and authority to enter into and perform this Agreement.
 - 10.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Sponsor have been obtained, and this Agreement has been duly executed and delivered by Sponsor and constitutes the legal and binding obligation of such party enforceable in accordance with its terms.
 - 10.2.3 Sponsor has not entered into, and during the Term of this Agreement will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.
 - 10.2.4 Sponsor represents and warrants that it owns all trademarks, trade dress and other proprietary rights in, to and/or associated with the Products.

11. Construction of this Agreement.

- 11.1 This Agreement and any dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law. The state and federal courts located in Allegheny County, Pennsylvania shall have exclusive jurisdiction over any dispute or claim arising out of this Agreement.
- 11.2 The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein.
- 11.3 This Agreement, including the Exhibits, which are an integral part of this Agreement and are expressly incorporated herein by this reference, and the document(s) referred to

herein, shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto with respect to the subject matter hereof and will supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between any party with respect thereto. This provision will not be read to invalidate or amend any other written agreements between Sponsor and/or any Affiliate of Sponsor and College and/or any Affiliate of College. This Agreement, and each of its terms and conditions, may be amended, modified, or waived only in writing signed by each of the parties hereto. Any such modifications, waivers, or amendments will not require additional consideration to be effective.

- 11.4 Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

12. **Miscellaneous.**

12.1 Indemnification Rights

12.1.1 College and Foundation Indemnification Obligations. Subject to and with full reservation of any immunities and/or limitation of liability afforded to it under applicable law, College and Foundation agree to defend, indemnify, and hold Sponsor harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorneys' costs and fees, related to: (i) College's or Foundation's material breach of this Agreement; (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from, the rights conveyed herein; and (iii) all claims, demands or litigation alleging that any of the College Marks violates or infringes on trademarks, tradenames, copyrights, or other proprietary rights provided that such tradenames, trademarks, and copyrights have been used in the exact manner provided by College, with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.

12.1.2 Sponsor Indemnification Obligations. Sponsor shall defend, indemnify, and hold College and Foundation harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees, related to: (i) Sponsor's material breach of this Agreement (ii) for injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of Sponsor, its employees, and agents in the course of their duties to Sponsor with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified. Sponsor shall further defend, indemnify and hold College and Foundation harmless from and against any claim or allegation that their respective use or display of any trademarks, names or logos printed on or associated with the Products, cups, vending machines or marketing and promotional materials produced, distributed or provided by Sponsor under this Agreement violates or infringes the trademark or other intellectual property rights of any third party.

- 12.1.3 Indemnification Procedures. Whenever any party entitled to indemnification (the "Indemnified Party") pursuant to the previous paragraphs receives notice of any potential claim which may be subject to indemnity, such party shall promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party shall have the obligation to assume the defense of such claim by counsel designated by it and reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party shall not settle or compromise any such claim, or consent to the entry of any judgment, without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party, its affiliates, employees and representatives, shall fully cooperate with and timely assist the Indemnifying Party with the defense of such claim. If the Indemnifying Party fails to assume the defense of such claim as soon as reasonably possible, in any event prior to the earlier of twenty (20) days after receipt of notice of the claim or five (5) days before the date an answer to a complaint or similar initiation of legal proceeding shall be due, the Indemnified Party shall have the right to undertake, at the Indemnifying Party's expense, the compromise or settlement of any such claim on behalf of and at the risk and expense of the Indemnifying Party.
- 12.2 Each party agrees to maintain sufficient insurance to adequately protect the respective interests of the parties hereto. The limits of coverage, as mutually agreed among the parties, will not be construed as a limitation of any potential liability to any of the parties, and failure to request evidence of this insurance will in no way be construed as a waiver of each party's obligation to provide the agreed insurance coverage.
- 12.3 Any notice or other communication hereunder will be in writing, will be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to such courier, and (iii) if sent by facsimile, when transmitted. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to Sponsor:

Coca-Cola Refreshments, Inc.
300 Vandale Drive
Houston, PA 15342
Attention: On Premise Manager
Fax #: 724.743.7199

with a copy to:

Coca-Cola Refreshments USA, Inc.
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Chief Legal Officer

If to College:

Community College of Allegheny County
Office of the President
808 Ridge Avenue
Pittsburgh, PA 15212

with a copy to:

Community College of Allegheny County Educational Foundation
Attn: Executive Director
808 Ridge Avenue
Pittsburgh, PA 15212

- 12.4 This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties; provided, however, that Sponsor or College shall have the right to assign or delegate this Agreement to any of its divisions or wholly-owned subsidiaries, or in connection with the sale or merger of a majority of its assets without prior written consent, but such assignment will not operate to relieve Sponsor or College, as the case may be, of any of its liability or duties hereunder after such assignment becomes effective.
- 12.5 The parties are acting herein as independent contractors and independent employers. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other in any respect.
- 12.6 Jury Waiver. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.**
- 12.7 No party will obtain, by this Agreement, any right, title, or interest in the trademarks of the other parties, nor, except as provided herein, will this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other parties.

(This space left intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

Sponsor:

By: 

Printed Name: Robert E Sweeney

Title: Vice President, Sales

Date: 1/20/15

College:

By: 

Printed Name: Quentin Bullock

Title: President, CCAC

Date: 12/15/14

CCAC Educational Foundation:

By: 

Printed Name: Rose Ann Dilola

Title: Executive Director

Date: 12/15/14

EXHIBIT A

GLOSSARY OF DEFINED TERMS

"Affiliate" means, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term "control" (including the terms "controlled," "controlled by" and "under common control with") will mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement Year" means each twelve-month period during the Term beginning with the Effective Date and subsequent anniversaries thereof.

"Ambush Marketing" means an attempt by a third party, including any Broadcaster, without Sponsor's consent, to associate Competitive Products with the Campus, the College, the College Marks, or any Team, or to suggest that Competitive Products are endorsed by or associated with College, the Campus, the College Marks, and/or any Team by referring directly or indirectly to College, the Campus, or the College Marks, and/or the Teams.

"Approved Cups" means disposable cups the design of which is approved by Sponsor from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Sponsor from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola® and/or other Products (as herein defined) on all of the cup surface.

"Beverage" or **"Beverages"** shall mean all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups®, pods and all other beverage bases from which Beverages can be made are deemed to be included in this definition. For the avoidance of doubt, "liquid flavor enhancers", brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

"Bona Fide Offer" means a proposed agreement concerning rights and obligations with respect to Beverage availability, merchandising, promotional, and/or advertising, which agreement, if executed by College and the third party, would be legally binding.

"Broadcaster" means any entity which for any business purpose publishes, prints, syndicates, televises or broadcasts any photograph, film, videotape or other recording or rendering of the Campus (or any portion thereof) and/or of any event held on the Campus including any Team games.

"Campus" means all facilities now or hereafter operated by or in connection with the College during the Term, including the main campus located at 800 Allegheny Avenue, Pittsburgh, PA 15233 and any satellite or successor campus locations. References to Campus include all buildings and grounds associated with the College including branded or unbranded food service

outlets, vending locations, and all athletic facilities (including press boxes, players' benches and locker rooms).

"Competitive Products" means any and all Beverages other than Products (as defined herein).

"Concessionaire" means any current or future third-party food service provider under agreement with College at the Campus that directly or indirectly relate to the service of Beverages.

"Permitted Exceptions" shall include the following products: (a) Frappuccino and other blended beverages containing milk, cream, juice or fruit; (b) Starbucks® or other premium-branded brewed coffee; and (c) espresso, tea and espresso or tea-based drinks.

"Products" means Beverage products purchased directly from Sponsor or sold through vending machines owned and stocked exclusively by Sponsor.

"Rights of First Negotiation and Refusal" means that College will negotiate exclusively with Sponsor for a period of ninety (90) days following the date new forms of signage or advertising become available. After such exclusive negotiation period, College will be free to negotiate with any person or entity.

"Team" or **"Team(s)"** means all intercollegiate athletic teams associated with the College.

"College Marks" means the College's name, each Team's name, colors and uniforms, and emblems, and all tradenames, trademarks, service marks, designs, logos, mascots, characters, identifications, symbols and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed or otherwise controlled by the College.